

MICHAEL J. IOANNOU (SBN 95208)
 KEVIN W. ISAACSON (SBN 281067)
 PAULA B. NYSTROM (SBN 329651)
 AMANDA M. OGATA (SBN 354967)
 ROPERS MAJESKI PC
 333 W. Santa Clara St., Suite 930
 San Jose, CA 95113
 Telephone: 408.287.6262
 Facsimile: 408.918.4501
 Email: michael.ioannou@ropers.com
 kevin.isaacson@ropers.com
 paula.nystrom@ropers.com
 amanda.ogata@ropers.com

Attorneys for Defendants and Counterclaimants
 ANALOG DEVICES, INC. and
 MAXIM INTEGRATED PRODUCTS, INC.

UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA
 SAN JOSE DIVISION

NUMBER 14 B.V.,

 Plaintiff,

 v.

 ANALOG DEVICES, INC.; and MAXIM
 INTEGRATED PRODUCTS, INC.,

 Defendants.

ANALOG DEVICES, INC.; and MAXIM
 INTEGRATED PRODUCTS, INC.,

 Counterclaimants,

 v.

 NUMBER 14 B.V.,

 Counter-Defendant.

Case No.: 5:24-cv-02435-EKL

**DEFENDANTS AND
 COUNTERCLAIMANTS' NOTICE OF
 MOTION AND ADMINISTRATIVE
 MOTION TO FILE PORTIONS OF
 FIRST AMENDED ANSWER AND
 COUNTERCLAIMS UNDER SEAL
 (CIVIL L.R. 7-11, 79-5(e))**

NOTICE OF MOTION AND ADMINISTRATIVE MOTION**TO ALL PARTIES AND ATTORNEYS OF RECORD:**

Please take notice that Defendants Analog Devices, Inc. and Maxim Integrated Products, Inc. through their attorneys will and hereby move before this Court for administrative relief to file under seal portions of Defendants' First Amended Answer and Counterclaims, and accompanying exhibits, pursuant to Civil Local Rule 79-5.

Defendants move to seal portions of their First Amended Answer and Counterclaims and the exhibits attached. This motion is based on this Notice, Defendants' First Amended Answer and Counterclaims and accompanying exhibits, the Memorandum of Points and Authorities below, the Declaration of Yogesh Sharma, the Declaration of Kevin W. Isaacson, and all documents previously filed in this action.

Dated: April 21, 2025

ROPERS MAJESKI PC

By: /s/ Kevin W. Isaacson

MICHAEL J. IOANNOU
KEVIN W. ISAACSON
Attorneys for Defendants and
Counterclaimants ANALOG DEVICES,
INC. and MAXIM INTEGRATED
PRODUCTS, INC.

I. INTRODUCTION

Defendants seek to redact and seal sensitive portions of their First Amended Answer and Counterclaims, including portions of the Exhibits thereto. The Exhibits are the License Agreement at issue, the Technical Explanation of the Parameters Found in Annex 1 (“Technical Parameters Exhibit”), a Comparison Between the Specification of the Baseline Products and Specifications in Annex 1 (“Baseline Products Comparison Exhibit”), and a Comparison Between the Products Specifications and the Specifications in Annex 1 (“Products Comparison Exhibit”). A motion to seal is warranted because the documents contain highly confidential and competitively sensitive information, the public disclosure of which would cause irreparable competitive harm to Defendants. The grounds for this motion are set forth below and in the accompanying Memorandum of Points and Authorities, the Declaration of Yogesh Sharma, and the Declaration of Kevin W. Isaacson in support of Defendants’ Administrative Motion to File Under Seal.

II. FACTUAL SUMMARY

On or around July 20, 2007, Maxim entered into a License Agreement with Rudy Eschauzier and Nico van Rijn (collectively “Inventors”). Sharma Decl. ¶ 3. The present matter arises from a dispute of whether Plaintiff is entitled to royalty payments under that License Agreement. Isaacson Decl. ¶ 3. Because the resolution of this dispute requires reference to the terms of the License Agreement and related documents, which contain highly sensitive commercial and technical information, sealing portions of Defendants’ First Amended Answer and Counterclaims, as well as portions of the attached Exhibits, is necessary to protect against the disclosure of confidential and competitively sensitive material. Isaacson Decl. ¶ 4. Furthermore, in their First Amended Answer and Counterclaims, Defendants include allegations comprising of specific examples of products that do not use the respective patents at issue, along with explanations of how these products do not utilize the patents. Sharma Decl. ¶ 11. Such disclosure would risk causing irreparable competitive harm to Defendants. Isaacson Decl. ¶ _.

The License Agreement is a confidential business document containing sensitive commercial information, including terms related to royalty payments, exclusive royalty

provisions, and definitions pertinent to the Inventors and Defendants, as well as, confidential technical specifications. Sharma Decl. ¶ 4. The Technical Parameters Exhibit, the Baseline Products Comparison Exhibit, and the Products Comparison Exhibit (collectively, with the License Agreement, the “Exhibits”) each include the same confidential and sensitive technical specifications outlined in Annex 1 of the License Agreement. Sharma Decl. ¶¶ 5-7. Defendants reference, quote, and attach the Exhibits to their First Amended Answer and Counterclaims in this action. Sharma Decl. ¶¶ 4-7. Accordingly, sealing the requested portions herein is essential to prevent Defendants from suffering irreparable competitive harm. Sharma Decl. ¶ 10.

III. ARGUMENT

Defendants request to file under seal portions of the Exhibits and references to those portions of the Exhibits in the First Amended Answer and Counterclaims. Pursuant to Civil Local Rule 79-5, a party may file an administrative motion to file documents under seal to conceal information from the public record. *See* N.D. Cal. Civil L.R. 79-5. A court may seal court documents from public access if the documents might “become a vehicle for improper purposes.” *Nixon v. Warner Commc’ns*, 435 U.S. 589, 598, (1978). To file documents under seal, a party must demonstrate “compelling reasons” to seal judicial records attached to a dispositive motion. *Kamakana v. City & Cty. Of Honolulu*, 447 F.3d 1172, 1179 (9th Cir. 2006). The determination of compelling reasons is left to a court’s discretion, but acceptable compelling reasons have included: “to ‘gratify private spite or promote public scandal,’ to circulate ‘libelous’ statements, or ‘as sources of business information that might harm a litigant’s competitive standing.’” *Ctr. For Auto Safety v. Chrysler Grp., LLC*, 809 F.3d 1092, 1097 (9th Cir. 2016) (citations omitted) (emphasis added). Additionally, the requested sealed material needs to be “narrowly tailored” which includes highlighting or noting specific redacted material. *See* N.D. Cal. Civil L.R. 79-5(d). A key consideration, is that “a party must explore all reasonable alternatives to filing documents under seal, minimize the number of documents filed under seal, and avoid wherever possible sealing entire documents.” N.D. Cal. Civil 79-5(a).

The terms in the License Agreement and the relevant references and quotes in Defendants’ First Amended Answer and Counterclaims should be filed under seal according to the Court’s

December 23, 2024 Order Regarding Motions to Seal. Isaacson Decl. ¶ 5. The Court’s Order sealed portions of the License Agreement to protect competitively sensitive information. *Id.* Specifically, the Court found that the License Agreement contained competitively sensitive language regarding details about royalty payments and calculations, and detailed product specifications. *Id.*; see ECF 86. As a result, Defendants have sealed the License Agreement and the related references in Defendants’ First Amended Answer and Counterclaims based on the Court’s Order. Isaacson Decl. ¶ 6.

There is compelling reason for the remaining Exhibits to be filed under seal. Defendants have identified several terms in their First Amended Answer and Counterclaims that reference information contained in the remaining Exhibits, which could be leveraged by competitors to Defendants’ detriment. Sharma Decl. ¶ 8. The remaining Exhibits include the technical specifications in Annex 1 of the License Agreement. Sharma Decl. ¶ 9. Public disclosure of these specifications would compromise Defendants’ competitive advantage. *Id.* Notably, the Court has already recognized the sensitive nature of the technical specifications by ordering Annex 1 to be sealed in its entirety. Isaacson Decl. ¶ 7; see ECF 86. Each of the remaining Exhibits includes or incorporates the same technical specifications found in Annex 1 of the License Agreement. Sharma Decl. ¶ 9. Although the specifications of the products are publicly available, disclosing the remaining Exhibits to the public would, in effect, reveal the sealed specification requirements outlined in sealed Annex 1, thereby undermining the Court’s Order. Isaacson Decl. ¶ 9. If made public, competitors could use these specifications to accelerate the development of competing products, resulting in unfair competition. Sharma Decl. ¶ 10. Given the Court’s prior determination that sealing Annex 1 was appropriate, sealing the remaining Exhibits and the associated references in Defendants’ First Amended Answer and Counterclaims is likewise justified. Sharma Decl. ¶ 10; Isaacson Decl. ¶ 7.

The Court has already determined that sealing is appropriate for the License Agreement, specifically Annex 1, due to the sensitive technical information it contains. *See* ECF 86. Although the Court has not yet ruled on the remaining Exhibits, the portions Defendants seek to seal are drawn directly from Annex 1 of the License Agreement. Isaacson Decl. ¶ 8. Because the

1 Court found that disclosure of Annex 1 would cause competitive harm and justified sealing, the
 2 same rationale supports sealing the corresponding portions of the remaining Exhibits and related
 3 references in Defendants' First Amended Answer and Counterclaims. Isaacson Decl. ¶ 10.

4 Defendants' First Amended Answer and Counterclaims include detailed allegations
 5 featuring specific examples of products that do not utilize the patents at issue, accompanied by
 6 explanations outlining how and why those products do not utilize the asserted patents. Sharma
 7 Decl. ¶ 11. There is compelling reason to file these examples and explanations under seal. Public
 8 disclosure of this information would enable Defendants' competitors to exploit to information to
 9 develop competing products without investing equivalent time and resources in research and
 10 development. Sharma Decl. ¶ 12. This would also give competitors valuable insight into
 11 Defendants' design philosophy. *Id.* Similarly, if these explanations were made public,
 12 Defendants' competitors would replicate the reasoning or use Defendants' analysis to develop
 13 design-arounds, potentially leveraging that information against Defendants and placing them at a
 14 competitive disadvantage. Sharma Decl. ¶ 13. For these reasons, sealing is necessary to protect
 15 Defendants' confidential business information and maintain their competitive position in the
 16 marketplace.

17 Finally, there are no less restrictive alternatives to sealing and redaction that would
 18 adequately protect Defendants. Isaacson Decl. ¶ 11. Public disclosure of the information at issue
 19 would enable competitors to exploit it to accelerate the development of competing products,
 20 resulting in unfair competition and causing irreversible harm to Defendants' business interests.
 21 Sharma Decl. ¶ 10. Defendants' explanations of why certain products do not utilize the patents at
 22 issue would reveal Defendants' internal analyses and strategic development decisions, which
 23 competitors would use to their advantage. Sharma Decl. ¶ 14. Sealing and redaction are therefore
 24 necessary to protect this sensitive information.

25 **IV. CONCLUSION**

26 For the foregoing reasons and based on the authorities cited herein, Defendants request
 27 that this Court seal and redact the portions of Defendants' First Amended Answer and
 28 Counterclaims and the portions of the Exhibits attached thereto.

1 Dated: April 21, 2025

ROPERS MAJESKI PC

3 By: /s/ Kevin W. Isaacson

4 MICHAEL J. IOANNOU
5 KEVIN W. ISAACSON
6 PAULA B. NYSTROM
7 AMANDA M. OGATA
8 Attorneys for Defendants and
9 Counterclaimants ANALOG DEVICES,
10 INC. and MAXIM INTEGRATED
11 PRODUCTS, INC.
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

A Professional Corporation
San Jose

ROPERS
MAJESKI